

RESTATED CERTIFICATE OF FORMATION
OF
LIBERTY PARK MASTER OWNERS' ASSOCIATION, INC.

Alabama
 Sec. Of State
 Entity Change DNP
 000-074-855
 Date 11/29/2023
 Time 11:02
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Pursuant to the provisions of the Alabama Nonprofit Corporation Law as set forth in Chapters 1 and 3 of the Alabama Business and Nonprofit Entity Code, CODE OF ALABAMA 1975 §§ 10A-1-1.01 *et seq.*, Liberty Park Master Owners' Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Alabama (the "**Master Association**"), hereby adopts this Restated Certificate of Formation and certifies as follows:

The Master Association was formed on November 16, 1992 pursuant to the filing of its Articles of Incorporation dated November 16, 1992 recorded in Book 4414, Page 919 in the Office of the Judge of Probate of Jefferson County, Alabama (the "**Existing Articles**"). In accordance with the provisions of Alabama Code §10A-3-4-04, this Restated Certificate of Formation of Liberty Park Master Owners' Association, Inc. (this "**Restated Certificate**") correctly sets forth the provisions of the Existing Articles being amended, has been duly adopted as required by law, and amends, restates, and supersedes the Existing Articles in their entirety as follows:

1. **NAME.** The name of the corporation is Liberty Park Master Owners' Association, Inc. (the "**Master Association**"). The Master Association is a nonprofit corporation.
2. **DURATION.** The period of duration of the Master Association shall be perpetual.
3. **PURPOSES AND POWERS.** The purposes for which the Master Association is organized and the powers of the Master Association are as follows:

(a) to provide for the efficient preservation of the appearance and value of the Master Association Common Areas (as hereinafter defined) related to the property which is now or hereafter subject to any of the Liberty Park Commercial Covenants, the Urban Center Covenants, the Old Overton Residential Covenants, the Vestlake Communities Residential Covenants, The Bray Residential Covenants, and the enforcement of the Watershed Covenants, as each of such terms are defined on Exhibit "A" attached hereto (collectively, the "**Covenants**") affecting the respective properties more particularly described in the respective Covenants, all of which are located in the Liberty Park master planned community in Jefferson County, Alabama (the "**Development**"). *Capitalized terms not otherwise defined herein shall have the meanings given to them in the respective Covenants.*

(b) To own, operate, maintain, manage, and repair the Master Association Common Areas for the nonexclusive, common, use and enjoyment of any of the Owners and Occupants of the Development.

(c) To perform and carry out the acts, duties, responsibilities and conditions delegated to the Master Association in the Covenants, this Restated Certificate, the Amended and Restated Bylaws of the Master Association adopted as of the date hereof (the "**Restated Bylaws**"), and all amendments thereto, including, specifically, taking any action authorized or allowed to be

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taken by the Master Association in the Covenants, this Restated Certificate, and the Restated Bylaws.

(d) (i) To make or incur Master Association Expenses (as hereinafter defined) by or on behalf of the Master Association, (ii) to assess each Member for its proportionate share of such Master Association Expenses in accordance with the provisions set forth herein, and (iii) to collect such Master Association Expenses by legal and equitable actions as may from time to time be necessary, including, without limitation, to enforce, or cause each Member (as a Sub-Association) to enforce, the collection of such Member's proportionate share of the Master Association Expenses as part of the Sub-Association Assessments payable by each Owner to the applicable Member (as a Sub-Association) to which such Owner's property is subject.

(e) To own, lease, license, operate, purchase, acquire, hold, improve, develop, manage, sell, convey, transfer, exchange, release and dispose of, either alone or in conjunction with others, real and personal property, tangible and intangible, of every kind, character and description.

(f) To enforce any of the provisions of the Covenants by legal and equitable actions as may from time to time be necessary.

(g) To employ personnel and contract for services, material, and labor, including contracting for the management of the Master Association Common Areas.

(h) To purchase and maintain insurance, with such insurance carriers, in such amounts, at such rates and with such deductibles as may be necessary for the protection of the Master Association, its officers, directors, and Members, and to purchase and maintain such insurance with respect to the Master Association Common Areas as may be required by the Covenants or as otherwise deemed prudent by the Master Association.

(i) To enter into, make, and perform contracts of every kind for any lawful purposes incident to the performance of its duties hereunder without limit as to amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(j) To operate without profit for the sole and exclusive benefit of its Members.

(k) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Law, as amended, and to have and exercise all powers necessary or convenient to effect the purposes of the Master Association in accordance with and subject to the terms and provisions of this Restated Certificate, the Covenants and the Restated Bylaws.

As used in this Section 3 and elsewhere in this Restated Certificate, the following defined terms shall have the following meanings:

(i) **"Master Association Assessment"** shall mean the share of Master Association Expenses payable by each Member to the Master Association in accordance with the provisions of Section 6.08 of the Restated Bylaws.

(ii) **“Master Association Common Areas”** shall mean any real and personal property which is either (i) owned by the Master Association, (ii) managed by the Master Association pursuant to a separate agreement with any of the Sub-Associations (as such term is defined herein below) or a municipal entity, or (iii) is identified (either pursuant to any of the Covenants, by a subdivision plat, by deed, or any other conveyance) as a “Common Area” for the nonexclusive, common, use and enjoyment of any of the Owners and Occupants (as such terms are defined in the respective Covenants for which such Common Area is so designated), excluding, however, any Common Area which has been conveyed to any of the Sub-Associations.

(iii) **“Master Association Expenses”** shall mean and refer to all expenditures made or incurred by or on behalf of the Master Association in connection with owning, maintaining, operating, managing, repairing, upgrading, improving, or replacing any of the Master Association Common Areas, including, but not limited to, the following:

(A) the maintenance, operation, repair, upgrade, improvement or replacement of all private streets and roads within the Development, walks, trails, paths, walkways, bicycle and jogging paths and lanes, parking lots, street lights, landscaped areas, lakes, recreational areas and other improvements within any of the Master Common Areas;

(B) Management fees and expenses of administration, including legal and accounting fees, incurred by or on behalf of the Master Association;

(C) Utility charges for any utilities serving any of the Master Association Common Areas and charges for other common services for the Master Association Common Areas, including, without limitation, street lighting, trash collection, and controlled access services;

(D) The costs of all insurance policies purchased for the benefit of the Master Association as required or permitted by Article VII of these Restated Bylaws;

(E) Ad valorem real and personal property taxes assessed and levied upon any of the Master Association Common Areas;

(F) All other fees, costs and expenses incurred by the Master Association in accordance with the terms and provisions of these Restated Bylaws or which the Board determines to be appropriate to be paid by the Master Association; and

(G) The establishment and maintenance of a reasonable reserve fund or funds (i) for inspections, maintenance, repair, upgrade, improvement, and replacement of any portions of the Master Association Common Areas, (ii) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (iii) to cover unforeseen operating contingencies or deficiencies arising from unpaid Master Association Assessments as well as from

emergency expenditures and other matters, all as may be authorized from time to time by the Board, and as approved by the Master Association.

(iv) “**Sub-Association Assessments**” shall mean the Assessments established under the Covenants which are payable by each Owner to the Sub-Association of which such Owner is a member, and which shall include a share of Master Association Expenses as required under the applicable Covenants.

THIS MASTER ASSOCIATION DOES NOT CONTEMPLATE PECUNIARY GAIN OR PROFIT FOR THE MEMBERS THEREOF AND THE FUNDS OF THE MASTER ASSOCIATION, WHETHER RECEIVED BY GIFT OR OTHERWISE, REGARDLESS OF THE SOURCE THEREOF, SHALL BE EXCLUSIVELY USED IN THE PROMOTION OF THE BUSINESS OF THE MASTER ASSOCIATION, AS THE BOARD OF DIRECTORS MAY FROM TIME TO TIME DETERMINE.

4. **REGISTERED OFFICE AND AGENT.** The location and mailing address of the initial registered office of the Master Association, and the name of its initial registered agent at such address, are as follows:

Reed Williams
1000 Urban Center Drive, Suite 235
Vestavia Hills, Alabama 35242

5. **NONSTOCK AND NONPROFIT STATUS.** The Master Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the Members thereof. No part of the earnings of the Master Association shall inure to the benefit of any Member, individual, officer, or director. The Master Association does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized solely for nonprofit purposes.

6. **MEMBERS AND VOTING RIGHTS.**

(a) The members of the Master Association consist of the following (individually, a “**Member**” and collectively, the “**Members**”): (i) Liberty Park Commercial Development Area Owners’ Association, Inc., an Alabama nonprofit corporation (the “**Commercial Association**”); (ii) The Urban Center at Liberty Park Owners’ Association, Inc., an Alabama nonprofit corporation (the “**Urban Center Association**”); (iii) The Bray Single-Family Residential Property Owners’ Association, Inc., an Alabama nonprofit corporation (the “**Bray Residential Association**”); (iv) Old Overton Single-Family Residential Property Owners’ Association, Inc., an Alabama nonprofit corporation (the “**Old Overton Residential Association**”); (v) Vestlake Communities Property Owners’ Association, Inc., an Alabama nonprofit corporation (the “**Vestlake Residential Association**”); (vi) Old Overton Club, LLC, an Alabama limited liability company (the “**Golf Club**”); and (vii) Liberty Park Joint Venture, LLP, an Alabama limited liability partnership (“**Developer**”). The Commercial Association, Urban Center Association, Bray Residential Association, Old Overton Residential Association, and Vestlake Residential Association are sometimes referred to herein as the “**Sub-Associations**.”

(b) Notwithstanding anything provided herein or in the Restated Bylaws to the contrary, for so long as Developer owns any Lot, Dwelling or any other portion of the

Development, or until such earlier date which Developer in its sole discretion, may otherwise elect (such period of time being referred to herein as the “Developer Control Period”), Developer shall have the sole and exclusive right to (i) elect the Board of Directors of the Master Association, (ii) appoint the officers of the Master Association and the members of the ARC, as defined in the Covenants, (iii) remove and replace any members of the Board of Directors of the Master Association, the officers of the Master Association and the members of the ARC, (iv) amend this Restated Certificate and the Restated Bylaws, and (v) take all other action on behalf of the Master Association and vote on all other matters required to be voted on or approved by the Members of the Master Association. As long as Developer owns any Lot, Dwelling or any other portion of the Development, or until such earlier date which Developer, in its sole discretion, may otherwise elect, no Sub-Association or Member shall have any voting rights in the Master Association. At such time as Developer no longer owns any Lot, Dwelling or any other portion of the Development, or upon an earlier date which Developer, in its sole discretion, otherwise elects, the Members of the Master Association shall be entitled to vote on all of the foregoing matters subject to any restrictions set forth in the Restated Bylaws.

(c) Voting Rights of Members. Subject to the rights reserved by Developer pursuant to Paragraph 6(b) above, the voting rights of the Members are set forth in the Restated Bylaws. The voting rights of any Defaulting Member (as such term is defined in the Restated Bylaws) may be limited and suspended in accordance with the provisions of the Restated Bylaws or any rules and regulations adopted by the Board of Directors of the Master Association.

7. DIRECTORS.

(a) Number of Directors. The affairs of the Master Association shall be managed by a Board of Directors. Prior to the expiration of the Developer Control Period, the number of Directors constituting the initial Board of Directors shall be four (4); thereafter, the number of Directors constituting the Board of Directors shall be as provided in the Restated Bylaws. The names and addresses of each person who is to serve as an initial Director of the Master Association until their successors are appointed by the Developer or elected and qualified or until such Directors are removed as provided in Paragraph 7(b) of this Restated Certificate are as follows:

<u>NAME</u>	<u>ADDRESS</u>
John Bonanno	1000 Urban Center Drive, Suite 235 Vestavia Hills, AL 35242
Kenneth Dortch	1000 Urban Center Drive, Suite 235 Vestavia Hills, AL 35242
Reed Williams	1000 Urban Center Drive, Suite 235 Vestavia Hills, AL 35242
Jennifer Yates	1000 Urban Center Drive, Suite 235 Vestavia Hills, AL 35242

(b) Election and Removal of Directors. Subject to the rights reserved by Developer pursuant to Paragraph 6(b) above, the Members of the Master Association shall be entitled to elect or remove any of the members of the Board in accordance with the terms and provisions of the Restated Bylaws.

(c) Powers. Subject to the rights reserved by Developer pursuant to Paragraph 6(b) above, all powers of the Master Association shall be exercised by or under authority of, and the business and affairs of the Master Association shall be managed under the direction of the Board of Directors.

(d) Conflicts of Interest. No contract or other transaction between the Master Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any Director of the Master Association or any corporation, firm, association, or entity of which any Director of the Master Association is a director or officer or is financially interested may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Master Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any Director so related or interested may be counted in determining a quorum at such meeting and may vote on such matter or action with the same force and effect as if he were not so related or interested. Any director of the Master Association may vote on any contract or other transaction between the Master Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

8. INCORPORATOR. The name and address of the incorporator is as follows:

Reed Williams
1000 Urban Center Drive, Suite 235
Vestavia Hills, Alabama 35242

9. DISTRIBUTION OF ASSETS UPON DISSOLUTION.

(a) Upon dissolution of the Master Association, all of the assets remaining after provision for creditors of the Master Association and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

- (i) Real property contributed to the Master Association with the receipt of other than nominal consideration by Developer shall be returned to Developer, unless Developer refuses to accept the conveyance (in whole or in part);
- (ii) No Member, director, or officer of the Master Association or other private individual shall be entitled to share in the distribution of any of the Master Association's assets upon dissolution of the Master Association except as set forth below. Unless agreed to the contrary by three-fourths (3/4th) of the Members of the Master Association, upon dissolution of the Master Association, the assets of the Master Association shall be granted, conveyed, and assigned to an appropriate

public body, agency, or agencies, utility or utilities, or any one or more of them, or any one or more non-profit corporations, associations, trust, or other organizations (which may, if determined by the Board of the Directors to be the most appropriate entity, be one or more of the Sub-Associations) to be devoted to the purposes as nearly as practicable the same as those to which they were required to be devoted by the Master Association. No disposition of the Master Associations' assets shall be effective to divest or diminish any right or title of any Member vested in it under the recorded Covenants applicable to such assets unless made in accordance with the provisions of the Covenants.

(b) Dissolution of the Master Association shall be accomplished as set forth in the Chapters 1 and 3 of the Alabama Business and Nonprofit Entity Code.

10. **POWER OF PRESIDENT AND VICE PRESIDENTS TO EXECUTE DOCUMENTS.** The President and the Vice President of the Master Association shall each have authority to execute all instruments, documents, and contracts on behalf of the Master Association.

11. **INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.**

(a) The Master Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including appeals (other than an action by or in the right of the Master Association), by reason of the fact that such person is or was a director, officer, employee, or agent of the Master Association (including any person designated by the Board of Directors to serve as an agent and representative of the Master Association or as a committee member on any committee established by the Board of Directors) or is or was serving at the request of the Master Association as a director, officer, partner, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Master Association; and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Master Association shall indemnify, defend, and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, or suit by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee, or agent of the Master Association (including any person designated by the Board of Directors to serve as an agent and representative of the Master Association or as a committee member on any committee established by the Board of Directors) or is or was serving at the request of the Master Association as a director, officer, partner, employee, or agent of another corporation, partnership, joint venture,

trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith in a manner he reasonably believed to be in or not opposed to the best interests of the Master Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for willful, deliberate, or wanton misconduct in the performance of his duty to the Master Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a Director, officer, employee, or agent of the Master Association (including any person designated by the Board of Directors to serve as an agent and representative of the Master Association or as a committee member on any committee established by the Board of Directors) has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraphs 11(a) and (b) above, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, notwithstanding that such person has not been successful on any other claim, issue, or matter in any such action, suit, or proceeding.

(d) Any indemnification under Paragraphs 11(a) and (b) above (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent of the Master Association (including any person designated by the Board of Directors to serve as an agent and representative of the Master Association or as a committee member on any committee established by the Board of Directors) is proper in the circumstances because such person has met the applicable standard of conduct set forth in Paragraphs 11(a) or (b) above. Such determination shall be made (1) first, by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit, or proceeding, or (2) second, if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) if (1) and (2) above are not applicable (or are not utilized), then by a majority vote of the Members of the Master Association voting on such matter at an annual or special meeting of the Members or a ballot vote of the Members held, in either case, in accordance with the terms, provisions, and requirements of the Restated Bylaws.

(e) Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal claim, action, suit, or proceeding may be paid by the Master Association in advance of the final disposition of such claim, action, suit, or proceeding as authorized in the manner provided in Paragraph 11(d) above upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent of the Master Association (including any person designated by the Board of Directors to serve as an agent and representative of the Master Association or as a committee member on any committee established by the Board of Directors) to repay such amount if and to the extent that it shall be ultimately determined that such person is not entitled to be indemnified by the Master Association as authorized in this Paragraph 11.

(f) The indemnification authorized by this Paragraph 11 shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of this Restated Certificate, the Restated Bylaws or any other agreement, vote of Members or disinterested Directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent of the Master Association (including any person designated by the Board of Directors to serve as an agent and representative of the Master Association or as a committee member on any committee established by the Board of Directors) and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) The Master Association shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Master Association (including any person designated by the Board of Directors to serve as an agent and representative of the Master Association or as a committee member on any committee established by the Board of Directors) or is or was serving at the request of the Master Association as a Director, officer, partner, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of his status as such, whether or not the Master Association would have the power to indemnify such person against such liability under the provisions of this Paragraph 11.

12. **AMENDMENT.** Subject to the rights reserved by Developer pursuant to Paragraph 6(b) above, this Restated Certificate may be amended at any time from time to time by the affirmative vote of both (a) a majority of the members of the Board of Directors and (b) a majority of the Members of the Master Association voting, either in person or by proxy either (i) at a duly convened meeting of the Members held pursuant to the terms and provisions of the Restated Bylaws or (ii) in a ballot vote held pursuant to the Restated Bylaws.

13. **CONFLICT OF TERMS.** In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth in these Restated Articles and Covenants, then the provisions of these Restated Articles shall at all times control. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth in these Restated Articles and the Restated Bylaws, then the provisions of these Restated Articles shall at all times control.

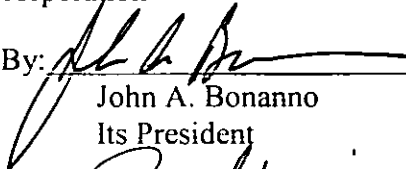
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IN WITNESS WHEREOF, the undersigned have executed this Restated Certificate as of the day and year first above written.

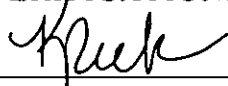
MASTER ASSOCIATION:

LIBERTY PARK MASTER OWNERS' ASSOCIATION, INC., an Alabama non-profit corporation

By: 
John A. Bonanno
Its President

By: 
Reed Williams
Its Secretary

VERIFICATION:


Vice President
Date: 11-27-23

Alabama
Sec. Of State

Entity Change
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EXHIBIT A
COVENANTS

Alabama Sec. Of State	Entity Change 000-074-855 DNP Date 11/29/2023 Time 11:02 231129 13 Pg	File \$100.00 County \$.00 Total \$100.00 02/006
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Liberty Park Commercial Covenants:

Declaration of Protective Covenants for the Commercial Development Area at Liberty Park dated June 1, 1993, recorded as Inst. #9307/4579 in the Office of the Judge of Probate of Jefferson County, Alabama (the “Probate Office”), as amended and/or supplemented by the following instruments: (i) Supplemental Declaration dated July 19, 1993, recorded as Inst. #9309/4645 in the Probate Office; (ii) Amendment No. 1 dated September 30, 1993, recorded as Inst. #9313/3250 in the Probate Office (which such Amendment No. 1 was terminated by Termination of Amendment No. 1 dated August 29, 2018, recorded in Inst. #2018091546 in the Probate Office); (iii) Amendment No. 2 dated October 18, 1993 recorded as Inst. #9315/6020 in the Probate Office; (iv) Amendment No. 3 dated April 26, 1995, recorded as Inst. #9505/1755 in the Probate Office; (v) Amendment No. 3 dated June 22, 1995, recorded as Inst. #9507/2675 and re-recorded as Amendment No. 4 dated June 22, 1995, recorded as Inst. #9508/8221 in the Probate Office; (vi) Amendment No. 5 dated August 15, 1995, recorded as Inst. #9509/2804 in the Probate Office; (vii) Amendment No. 6 dated July 15, 1997, recorded as Inst. #9709/1114 in the Probate Office; (viii) Amendment No. 7 dated April 24, 1998, recorded as Inst. #9805/8300 in the Probate Office; (ix) Amendment No. 8 dated May 22, 1998, recorded as Inst. #9807/0024 in the Probate Office; (x) Amendment No. 9 dated August 6, 1998, recorded as Inst. #9810/3035 in the Probate Office; (xi) Amendment No. 10 dated August 7, 1998, recorded as Inst. #9810/4463 in the Probate Office; (xii) Amendment No. 11 dated December 3, 1998, recorded as Inst. #9815/9602 in the Probate Office; (xiii) Amendment No. 12 dated February 29, 2000, recorded as Inst. #200003/0549 in the Probate Office; (xiv) Amendment No. 13 dated June 19, 2001, recorded as Inst. #200108/0736 in the Probate Office; (xv) Amendment No. 14 dated November 18, 2010, recorded as Bk: LR201009 Pg: 27432 in the Probate Office; (xvi) Amendment No. 15 dated December 20, 2017, recorded as Inst. #2017129486 in the Probate Office and re-recorded as Inst. #2017131920 in the Probate Office which said Amendment No. 15 was amended and restated in the Amended and Restated Fifteenth Amendment dated March 30, 2018, recorded as Inst. #2018032286 in the Probate Office, which was then vacated, terminated, and declared null and void ab initio by Amendment No. 16 dated May 18, 2018, recorded as Inst. #2018051538 in the Probate Office; (xvii) Amendment No. 17 dated August 29, 2018, recorded as Inst. #2018091727 in the Probate Office; (xviii) Amendment No. 18 dated November 16, 2018, recorded as Inst. #2018118326 in the Probate Office; (xix) Amendment No. 19 dated August 17, 2021, recorded as Inst. #2021095644 in the Probate Office; (xx) Amendment No. 20 dated March 1, 2022, recorded as Inst. #2022024428 in the Probate Office; (xxi) Amendment No. 21 dated March 9, 2023, recorded as Inst. #2023022544 in the Probate Office; and (xxii) Amendment No. 22, dated May 9, 2023, recorded as Inst. #2023047420 in the Probate Office (as amended, and as the same may hereafter be modified, amended, restated, or supplemented, the “**Liberty Park Commercial Covenants**”).

Urban Center Covenants:

Amended and Restated Declaration of Protective Covenants of The Urban Center at Liberty Park dated August 25, 1993, recorded in Book 9311, Page 3736 in the Probate Office (as amended, and as the same may hereafter be modified, amended, restated, or supplemented, the "Urban Center Covenants").

The Bray Residential Covenants:

The Bray Single-Family Residential Declaration of Covenants, Conditions, and Restrictions, dated September 9, 2022, recorded as Inst. #2022096861 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended and/or supplemented by the following instruments: (i) First Amendment dated May 9, 2023, recorded as Inst. #2023046904 in the Probate Office; and (ii) Second Amendment dated May 18, 2023, recorded Inst. #2023047937 in said Probate Office. (as amended, and as the same may hereafter be modified, amended, restated, or supplemented, the "Bray Residential Covenants").

Old Overton Residential Covenants:

Old Overton Ridge Covenants, Conditions, and Restrictions, recorded in Book 9313, Page 8012 in the Office of the Judge of Probate of Jefferson County, Alabama (as the same may hereafter be modified, amended, restated, or supplemented, the "Old Overton Residential Covenants").

Vestlake Communities Residential Covenants:

Vestlake Communities Covenants, Conditions and Restrictions dated May 5, 1994, recorded as Inst. #9406/9798 in the Probate Office, as amended and/or supplemented by the following instruments: (i) Amendment No. 1 dated August 29, 1994, recorded as Inst. #9410/6199 in the Probate Office; (ii) Amendment No. 2 dated January 17, 1995, recorded as Inst. #9501/5552 in the Probate Office; (iii) Amendment No. 3 dated February 6, 1995, recorded as Inst. #9502/7678 in the Probate Office; (iv) Amendment No. 4 dated January 29, 1996, recorded as Inst. #9602/7418 in the Probate Office; (v) Amendment No. 5 dated February 13, 1996, recorded as Inst. #9605/1084 in the Probate Office; (vi) Amendment No. 6 dated June 24, 1997, recorded as Inst. #9708/4708 in the Probate Office; (vii) Amendment No. 7 dated April 7, 1998, recorded as Inst. #9804/9679 in the Probate Office; (viii) Amendment No. 8 dated November 2, 1998, recorded as Inst. #9814/1685 in the Probate Office; (ix) Amendment No. 9 dated August 1, 1999, recorded as Inst. #9911/3381 in the Probate Office; (x) Amendment No. 10 dated August 23, 1999, recorded as Inst. #9911/7204; (xi) Amendment No. 11 dated August 1, 1999, recorded as Inst. #200001/2112 in the Probate Office; (xii) Amendment No. 12 dated June 21, 2000, recorded as Inst. #200007/4466 in the Probate Office; (xiii) Amendment No. 13 dated October 31, 2000, recorded as Inst. #200012/9211 in the Probate Office; (xiv) Amendment No. 14 dated June 25, 2001, recorded as Inst. #200108/1210 in the Probate Office; (xv) Amendment No. 15 dated January 1, 2002, recorded as Inst. #200201/7000 in the Probate Office; (xvi) Amendment No. 16 dated April 1, 2002, recorded as Inst. #200205/6191 in the Probate Office; (xvii) Amended and Restated Amendment No. 16 dated January 8, 2004, recorded as Inst. #200512/8615 in the Probate Office; (xviii) Amendment No. 17 dated December 4, 2002, recorded as Inst. #200216/8249 in the Probate Office; (xix) Amendment No. 18 dated February 4, 2004, recorded as Inst. #200402/8020 in the

Probate Office; (xx) Amendment No. 19 dated March 24, 2004, recorded as Inst. #200405/2263 in the Probate Office; (xxi) Amendment No. 20 dated February 28, 2005, recorded as Inst. #200512/8616 in the Probate Office; (xxii) Amendment No. 21 dated September 25, 2006, recorded as Inst. #200615/28736 in the Probate Office; (xxiii) Amended and Restated Amendment No. 21 dated September 26, 2006, recorded as Inst. #200703/5304 in the Probate Office; (xxiv) Amendment No. 22 dated December 14, 2006, recorded as Inst. #200701/3026 in the Probate Office; (xxv) Amendment No. 23 dated June 5, 2007, recorded as Inst. #200709/5533 in the Probate Office; (xxvi) Amendment No. 24 dated February 8, 2008, recorded in Inst. #200802/13267 in the Probate Office; (xxvii) Amendment No. 25 dated November 18, 2010, recorded in Inst. #201009/27436 in the Probate Office; (xxviii) Amendment No. 26 dated October 26, 2012, recorded in Book LR 201218, Page 21725 in the Probate Office; (xxix) Amendment No. 27 dated January 10, 2013, recorded in Book LR 201310, Page 10376 in the Probate Office; (xxx) Amendment No. 28 dated June 14, 2013, recorded in Book LR 201317, Page 350 in the Probate Office; (xxxii) Amendment No. 29 dated July 17, 2014, recorded in Inst. #201415/2670 in the Probate Office; (xxxii) Amendment No. 30 dated July 22, 2014 recorded in Inst. #201415/2674 in the Probate Office; (xxxiii) Amendment No. 31 dated October 16, 2014 recorded in LR 201417, Page 14325 in the Probate Office; (xxxiv) Amendment No. 32 dated February 27, 2015 recorded in LR 201511, Page 16389 in the Probate Office; (xxxv) Amendment No. 33 dated April 9, 2015 recorded in LR 201561, Page 19251 in the Probate Office; (xxxvi) Amendment No. 34 dated February 18, 2018 recorded in Inst. #2018015807 in the Probate Office in the Probate Office; (xxxvii) Amendment No. 35 dated February 18, 2018 recorded in Inst. #2018015809 in the Probate Office; (xxxviii) Amendment No. 36 dated November 24, 2020, recorded in Inst. #2020140318 in the Probate Office; (xxxiv) Amendment No. 37 dated October 22, 2022 recorded in Instrument No. 2022110423 in the Probate Office; and (xl) Amendment No. 38 dated January 17, 2023, recorded in Inst. #20230004315 in the Probate Office (as amended, and as the same may hereafter be modified, amended, restated, or supplemented, the "Vestlake Communities Residential Covenants").

Watershed Covenants:

Declaration of Watershed Protective Covenants for Liberty Park, dated 5/1/91, recorded in Real 4037, page 122, in the Probate Office of Jefferson County, Alabama, as amended by that certain Supplementary Declaration of Watershed Protective Covenants for Liberty Park recorded in Instrument 2017112666, in the Probate Office of Jefferson County, Alabama (as amended, and as the same may hereafter be modified, amended, restated, or supplemented, the "Watershed Covenants").

Alabama
Sec. Of State

Entity Change
000-074-855 DNP
Date 11/29/2023
Time 11:02
231129 13 Pg

File \$100.00
County \$.00

Total \$100.00
02/005